

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM346340

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Redknee, Inc.		04/30/2015	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	Wells Fargo Capital Finance Corporation Canada		
Street Address:	40 King Street West, Suite 2500		
City:	Toronto		
State/Country:	ONTARIO		
Postal Code:	M5H 3Y2		
Entity Type:	CORPORATION: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86344761	REDKNEE	
CORRESPONDENCE DATA			
Fax Number:	9783410036		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(978) 341-0036		
Email:	trademarks@hbsr.com		
Correspondent Name:	John L. DuPre'		
Address Line 1:	Hamilton, Brook, Smith & Reynolds, P.C.		
Address Line 2:	530 Virginia Road, P.O. Box 9133		
Address Line 4:	Concord, MASSACHUSETTS 01742-9133		
ATTORNEY DOCKET NUMBER:	5104.0001-000		
NAME OF SUBMITTER:	06/30/2015		
SIGNATURE:	/John L. DuPre'/		
DATE SIGNED:	06/30/2015		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 30th day of April, 2015, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and **WELLS FARGO CAPITAL FINANCE CORPORATION CANADA**, in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, “Agent”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of April 1, 2013, as amended by the first amendment to the amended and restated credit agreement & default waiver dated June 12, 2014 and the second amendment to the amended and restated credit agreement, consent & default waiver dated March 31, 2105 (as may be further amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”) by and among Redknee Solutions Inc., as parent (“Parent”), Redknee Inc., as borrower (“Borrower”), the lenders party thereto as “Lenders” (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a “Lender” and, collectively, the “Lenders”) and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Borrower and Redknee Solutions (UK) Limited have executed and delivered to Agent, for the benefit of the Lender Group and the Bank Product Providers, that certain Amended and Restated Guarantee and Security Agreement, dated as of April 1, 2013 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Guarantee and Security Agreement”); and

WHEREAS, pursuant to the Guarantee and Security Agreement, the Borrower is required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guarantee and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guarantee and Security Agreement, which rules of construction are incorporated herein by this reference, mutatis mutandis.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as

the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

- (a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;
- (b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and
- (c) all products and proceeds (as that term is defined in the PPSA) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guarantee and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guarantee and Security Agreement, the Guarantee and Security Agreement shall control. For greater certainty, this Trademark Security Agreement is in addition to, and not a replacement of, that certain amended and restated trademark security agreement dated as of April 1, 2013 and made among Redknee Inc., Redknee Solutions Inc. and Wells Fargo Capital Finance Corporation Canada.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors’ obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule 1 to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark

Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTEE AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

WITNESS STATEMENT

Signed in the presence of:

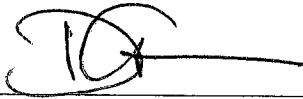
Name: Michelle Garraway

Address: 2560 Matheson Boulevard East, Suite 500, Mississauga, Ontario, L4W 4Y9, Canada

I hereby declare that I was personally present and did see David Charron duly sign the Trademark Security Agreement herein.

REDKNEE INC.

By:



Name: David Charron

Title: CFO and Secretary

WITNESS STATEMENT

Signed in the presence of:

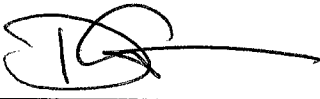
Name: Michelle Garraway

Address: 2560 Matheson Boulevard East, Suite 500, Mississauga, Ontario, L4W 4Y9, Canada

I hereby declare that I was personally present and did see David Charron duly sign the Trademark Security Agreement herein.

REDKNEE SOLUTIONS INC.

By:



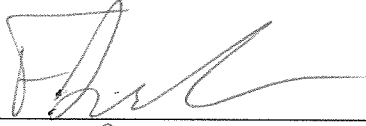
Name: David Charron

Title: CFO

AGENT:

WITNESS STATEMENT

Signed in the presence of:



Name: Fraser Donaldson

Address: 44 King st West, suite 2500

I hereby declare that I was personally present and did see Domenic Cosentino duly sign the Trademark Security Agreement herein.

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO CAPITAL FINANCE CORPORATION CANADA

By:



Name: **Domenic Cosentino**
Vice President
Title: **Wells Fargo Capital Finance Corporation Canada**

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Grantor	Country	Mark	Registration No.	App/Reg Date
Redknee Inc.	Europe	REDKNEE (Design)	003564011	
Redknee Inc.	United Kingdom	REDKNEE	3062834	
Redknee Inc.	Europe	REDKNEE	13059423	

Trademark Applications

Grantor	Country	Mark	Application No.	App/Reg Date
Redknee Inc.	United States	REDKNEE	86344761	
Redknee Inc.	Canada	REDKNEE	1686249	
Redknee Inc.	International (Madrid Protocol)	REDKNEE	To be determined	
Redknee Inc.	Brazil	REDKNEE	907997562	
Redknee Inc.	Brazil	REDKNEE	907997619	
Redknee Inc.	Brazil	REDKNEE	907997643	